



COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

Substance Abuse Prevention and Control

John Viernes, Jr.
Director
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, CA 91803
TEL (626) 299-4193 • FAX (626) 458-7637

www.publichealth.lacounty.gov




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January 12, 2011

TO: Each Health Deputy

FROM: John Viernes, Jr., Director 
Substance Abuse Prevention and Control

SUBJECT: **MEMORANDUM OF UNDERSTANDING WITH DRIVING UNDER THE
INFLUENCE PROGRAM PROVIDERS**

On September 7, 2010, the Board of Supervisors approved the renewal of 136 Driving-Under-the-Influence (DUI) program agreements with private contractors who are licensed by the State Department of Alcohol and Drug Programs. Pursuant to this action, 86 of the 136 Board approved program agreements have been executed.

In a memo dated November 17, 2010, I informed you that the Department of Public Health (DPH) Substance Abuse Prevention and Control (SAPC) was in the planning stages to replace all agreements with Memorandums of Understanding (MOU). The conversion to MOUs will not affect the services currently provided by DUI contractors and will mirror the system that other counties have in place for their DUI program. A copy of the MOU is attached for your information.

On December 22, 2010, SAPC notified all its DUI program contractors of the transition to an MOU and provided copies of the MOU for execution. These MOUs will be effective February 1, 2011.

DPH plans to request Board approval on March 29, 2011 to terminate the 86 contracts that have already been executed. DPH will issue contractors a 30-day advance notice of termination and instruction for them to enter into the MOU, which will be effective upon the termination of the existing contracts.

Each Health Deputy
January 12, 2011
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SAPC will notify those agencies that currently do not have an executed agreement or an MOU in place that all services that are provided during this transition time are governed by statute under Title 9, Rehabilitative and Developmental Services, Division 4.

If you have any questions or would like additional information, please let me know.

JV:gi

Attachment

c: Shelia Shima
Richard Mason



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL**

AND

**A LOS ANGELES COUNTY DRIVING UNDER THE INFLUENCE PROGRAM PROVIDER
LICENSED BY THE STATE DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS**

**TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN
LOS ANGELES COUNTY**

December 2010

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN THE COUNTY OF LOS ANGELES ("COUNTY")
DEPARTMENT OF PUBLIC HEALTH ("DPH")
SUBSTANCE ABUSE PREVENTION AND CONTROL ("SAPC") AND**

**A LOS ANGELES COUNTY DRIVING UNDER THE INFLUENCE ("DUI") PROGRAM
PROVIDER LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOL
AND DRUG PROGRAMS TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM
SERVICES IN LOS ANGELES COUNTY**

This Memorandum Of Understanding (MOU) is made and entered into effective as of _____ 2010 by and between the County's DPH SAPC (hereafter "COUNTY") and _____ (A Los Angeles County DUI Program Provider), (hereinafter "PROVIDER"), which is a DUI treatment program licensed by the State of California Department of Alcohol and Drug Programs (hereinafter "ADP") to provide DUI Program services in Los Angeles County based on the following representations and statements of purpose.

I. GUIDING LAWS AND PRINCIPLES

- Chapter 3, Division 4, Title 9, California Code of Regulations ("CCR") published by ADP establishes and regulates the design and content of DUI program services provided within the State of California and the requirements for licensure.
- The objectives of the State's DUI treatment program are to: (1) reduce the number of repeat DUI offenses by individuals who complete an ADP approved and licensed DUI program and (2) provide participants an opportunity to address problems related to the use of alcohol and other drugs.
- Under §9801.5 – Chapter 3, Division 4, Title 9, California Code of Regulations ("CCR"); SAPC has the responsibility to conduct monitoring of programs a minimum of two (2) times a year using the standard monitoring procedure/instrument developed and approved by ADP in compliance with §11837.6 of the Health & Safety ("H&S") Code and assure the COUNTY in writing of the programmatic and fiscal integrity of the PROVIDER..

II. PURPOSE

The purpose of this MOU between COUNTY and PROVIDER, is to outline the roles and responsibilities of COUNTY'S SAPC and PROVIDER that fall into the category of DUI services specified in Chapter 3, Division 4, Title 9, California Code of Regulations.

III. PROVIDER RESPONSIBILITIES

1. PROVIDER agrees to provide services to individuals residing in Los Angeles County that are convicted of DUI and referred by SAPC and/or the Los Angeles County Court system for services. Out of county residents may also be served upon approval by court or county of jurisdiction.
2. PROVIDER's services will be in compliance with Chapter 3, Division 4, Title 9, California Code of Regulations and shall be consistent with PROVIDER's application for licensure which was approved by SAPC and ADP. PROVIDER shall maintain a valid DUI program license from ADP to operate as a licensed provider, at each respective site where DUI services are provided.
3. PROVIDER's services shall include those described in Attachment I, Additional County Requirements, attached to this MOU and incorporated herein by reference.
4. PROVIDER shall agree and make provisions for providing DUI services as described herein, to participants who cannot afford to pay participant fees.
5. PROVIDER shall provide SAPC and ADP access to all programmatic and fiscal records necessary to conduct COUNTY monitoring and ADP approved activities, including evaluation of services and fees owed by PROVIDER to COUNTY. Said access shall not conflict with any local, State or federal confidentiality regulations.
6. PROVIDER shall provide COUNTY and/or ADP access to all records related to the provision of services under this MOU as required, to investigate any complaint or grievance that may be claimed against PROVIDER.

IV. COUNTY'S RESPONSIBILITIES

1. SAPC shall conduct monitoring of programs a minimum of two (2) times per year using the standard monitoring procedure/instrument developed and approved by ADP in compliance with §11837.6 of the Health and Safety Code.
 - a. SAPC is authorized to represent the interests of COUNTY and ADP in carrying out the terms and conditions of this MOU. With proper identification, SAPC will be allowed the right to inspect, review and monitor PROVIDER's facilities, program, procedures, programmatic and financial records during normal business hours to ensure compliance with SAPC and ADP regulations and the terms of this MOU.

- b. SAPC shall monitor PROVIDER to ensure compliance with the regulations contained in the requirements outlined in Chapter 3, Division 4, Title 9, California Code of Regulations (*October 2005 – DUI program requirements*); and Chapter 8, Division 4, Title 9, California Code of Regulations (*April 2005 – Counselor Certification Regulations*) and by those additional requirements which may be established by SAPC as approved by ADP.
 - c. SAPC shall monitor PROVIDER to ensure that approved DUI programs do not utilize other funds administered by ADP for program operations and to ensure that PROVIDERS do not utilize participant fees for purposes other than DUI program activities.
 - d. SAPC shall evaluate PROVIDER (and all DUI providers) periodically for system effectiveness and quality of service.
 - e. SAPC shall investigate complaints and grievances against DUI program providers, and shall refer such complaints and grievances to ADP as needed.
2. SAPC shall establish a mechanism for reimbursement from participant fees of reasonable COUNTY costs which are incurred. Such monitoring fees may be appropriately established based on level of program service, and may be changed based on need and as approved by ADP. The approved fees at the time of the signing of this MOU are \$ 21.00 for participants enrolled in the Wet Reckless, First Offender (AB541) [i.e. Three (3) Month; Six (6) Month; and Nine (9) Month programs]; and \$46.00 for program participants enrolled in the Multiple Offender (SB38) and Third and Subsequent Offender (SB1365) programs.
3. SAPC shall ensure that there are sufficient licensed programs within County to meet the DUI service needs of County residents. SAPC's determination of any need for additional DUI programs in Los Angeles County shall be in compliance with the criteria established in §9805, Chapter 3, Division 4, Title 9, California Code of Regulations.
4. SAPC shall assure the ADP Licensing Branch in writing of the programmatic and fiscal integrity of the DUI programs the COUNTY has recommended for licensure.
5. SAPC shall continue to provide a list of approved AB541, SB38, and SB1365 DUI programs to all Los Angeles Court locations, referral agencies, and other interested parties by program level (AB-541, SB-38, and SB-1365).

6. SAPC shall continue its role as liaison between the Courts and other agencies within the County on regulations and requirements in Chapter 3, Division 4, Title 9, California Code of Regulations.

V. GENERAL TERMS:

1. The term of this MOU shall commence on the effective date written hereinabove and remain in effect until June 30, 2015, unless one or both parties object or there are modifications to the MOU which would require an amendment to this and signature of both parties. This MOU shall expire midnight of June 30, 2015.
2. County retains the right to revise or amend this MOU when such revision or amendment are required based on changes in State regulations and/or Health and Safety Code as referenced hereinabove.. Such revision or amendment shall become effective upon the written consent of PROVIDER.
3. Each party will appoint a person to serve as the official contact and coordinate the activities to be provided under this MOU. Unless otherwise provided for under this MOU, all notices to COUNTY'S and PROVIDER'S contact shall be directed as indicated below:

The DUI Program contact for this MOU is:

Name and Title
Program Name
Program Address
Telephone No.
Fax No:
Email:

The County of Los Angeles DPH SAPC contact for this MOU is:

Linda Dyer, Director
Community Program Services Division
1000 South Fremont Avenue, Building A-9 East --Third Floor
Alhambra, California 91803
Telephone No. (626) 299-4109
Fax No: (626) 299-7226
Email: ldyer@ph.lacounty.gov

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The following parties hereby agree and consent to all terms and conditions provided under this MOU:

(NAME OF DUI PROGRAM)

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION
AND CONTROL

(NAME AND TITLE OF AUTHORIZED
SIGNED)

JOHN VIERNES, JR., DIRECTOR
SUBSTANCE ABUSE PREVENTION
AND CONTROL

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH AND LOS ANGELES COUNTY AND**

**A DRIVING UNDER THE INFLUENCE (DUI) PROGRAM PROVIDER
LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOL AND
DRUG PROGRAMS TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM
SERVICES IN LOS ANGELES COUNTY**

I. ADDITIONAL PROVIDER RESPONSIBILITIES

PROVIDER, in addition to the above, agrees to refer participants and provide the following services for those program levels (First, Multiple, Third Offender) and in the geographic locations for which they hold a valid license issued by the State ADP:

1. Three (3) Month, First Offender Programs: Refer participants to six (6) alcohol or other drug related self-help group meetings of approximately ninety (90) minutes duration each; totaling nine (9) hours. In order to encourage exposure over time, credit towards program completion requires attendance at self-help group on a biweekly basis for the duration of the program.
2. Six (6) Month, First Offender Programs: Refer participants to thirteen (13) alcohol or other drug related self-help group meetings of approximately ninety (90) minutes duration each totaling nineteen and half (19.5) hours. Attendance is expected on a biweekly basis for the duration of the program.
3. Nine (9) Month, First Offender Programs: Refer participants to nineteen (19) alcohol or other drug related self-help group meetings of approximately ninety (90) minutes duration each totaling twenty-eight and half (28.5) hours. Attendance is expected on a biweekly basis for the duration of the program.
4. Multiple Offender Programs: Refer participants to twenty-six (26) alcohol or other drug related self-help group meetings of approximately ninety (90) minutes duration each totaling thirty-nine (39) hours. Attendance is expected on a biweekly basis during the first twelve (12) months of the program.
5. Third and Subsequent Offender Programs: Refer participants to one hundred thirty (130) alcohol or other drug related self-help group meetings of approximately ninety (90) minutes duration each totaling one hundred ninety-five (195) hours. Attendance is expected on a weekly basis for the duration of the program.
6. Consequence for Violating Program Sobriety: In addition, PROVIDER shall refer those participants dismissed from the program pursuant to Title 9, Section 9886(a)(2) in violating program sobriety (as defined in Section 9874) one (1)

additional biweekly self-help group meeting that participants are required to attend for the duration of the program as a condition of reinstatement. This shall be increased to one (1) additional weekly self-help group meeting for the duration of the program for subsequent program sobriety violations. However, in no case shall a participant be required to attend more than three (3) self-help group meetings per week.

Participants dismissed for violating program sobriety who are completing alternative activities to self-help groups shall be required to complete an average of an additional forty-five (45) minutes of activities weekly for the duration of the program as a condition of reinstatement. This shall be increased to an average of an additional ninety (90) minutes weekly for subsequent program sobriety violations. However, in no case shall a participant be required to complete more than five (5) hours of additional activities per week.

II. SELF-HELP GROUPS AVAILABLE FOR PARTICIPANT ATTENDANCE:

1. Groups acceptable to County:

Adult Children of Alcoholics
Al-Anon
Alateen
Alcohol and Drug Action Program
Alcoholic Women Support Group
Alcoholics Anonymous
Alcoholism Center for Women
Because I Love You
Celebrate Recovery
Challenging Families to Change
Co-Anon Family Groups
Cocaine Anonymous
Congress of Chemical Dependency and Disability
Crystal Meth Anonymous
Families Anonymous
Families in New Directions
La Chaim Support Group
Marijuana Anonymous
Moderation Management
Narcotics Anonymous
Overcomers
Overcomers Outreach
Pacific Asian Alcohol Program
Parents Support Group
Right On
Secular Organization for Sobriety
Self Esteem and Stress Reduction

Self-Management and Recovery Training
Smart Recovery
Sunrise Community Counseling Center
Teen Group
Teen Support Group
Toughlove
Twin Palms Community Recovery
Valley Women's Center
Victory Outreach
Woman to Woman
Women of Color Support Group
Women's Commission on Alcohol and Drug Dependencies

2. Alternatives to Self-Help Groups

Participants may complete alternative activities under either of two (2) conditions:

- The participant informs the licensee that he/she disagrees with sectarian principles advocated by a self-help group, and non-sectarian groups are not available or accessible to the participant.
- The licensee determines that the participant would not benefit from attending self-help groups for reasons such as language or social barriers.

In these cases, participants may complete an alternate activity or activities, as determined by the licensee, as described in the California Code of Regulations, Title 9, Section 9860(b), Subsections (2), (3), (4), (6), and/or (7). However, participants may not meet the community service activity (Subsection 2) by providing service for the licensee.

3. Participant Notification

Licensees shall include additional County requirements in their participant contracts.

4. Participant Compliance

Participants shall maintain an attendance log ("court card") signed by the group leader. The licensee shall confirm and note compliance during face-to-face interviews. At the conclusion of the program, the attendance log shall become part of the participant's case file.

Licensees shall require participants to submit documentation of completion of alternative activities. Such documentation shall be at a minimum signed confirmation of attendance at meetings, workshops, etc., on letterhead or form if

appropriate; or the actual report, etc. that was to be completed. The documentation shall become part of the participant's case file.